State of Vermont

Buildings and General Services Office of Purchasing & Contracting 10 Baldwin St Montpelier VT 05633-7501 United States

Vendor ID 0000283240 W.B. Mason Co., Inc. 68 Nesti Drive South Burlington VT 05403 United States

l	Contract ID		Page			
l	000000000000000000000000000000000000000	0000026307		1 of 4		
ſ	Contract Dates		Origin			
l	04/10/2014 to 04/0	02/2016	CPŠ			
l	Description:		Contract	Maximum		
	Description: CPS - WATER AND	COOLERS		Maximum 99,999.99		
		COOLERS Buyer Phone		99,999.99		

Phone #: 888/926-2766

THOR	5 #. 000/320-2700		Unit	Max	Max
Line # Item ID	Item Desc	UOM	Price	Qty	Amt
1	3 GALLON BOTTLE DRINKING WATER	EA	1.19000	0.00	0.00
2	5 GALLON BOTTLES DRINKING WATER	EA	1.57000	0.00	0.00
3	INITIAL BOTTLE DEPOSIT (AMOUNT TO BE REFUNDED UPON RETURN OF BOTTLE)	EA	5.00000	0.00	0.00
4	HOT AND COLD WATER DISPENSER, MONTHLY RENTAL	EA	0.75000	0.00	0.00
5	COLD WATER DISPENSER, MONTHLY RENTAL, NO CHARGE	EA	0.01000	0.00	0.00
6	HAND PUMP FOR BOTTLED DRINKING WATER	EA	5.95000	0.00	0.00
7	DISPENSER, WATER, LOST OR DAMAGED, NO CHARGE	EA	0.01000	0.00	0.00
8	CUPS, WATER, PACK OF 100, #BWKTRANSCUP9PK	PK	3.76000	0.00	0.00
9	DISPENSER, CUP #HHC3165WH	EA	12.95000	0.00	0.00
10	BOTTLE BUDDY (HOLDS 3 BOTTLES) #TBB70020PK	EA	29.95000	0.00	0.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR BOTTLED DRINKING WATER AND COOLERS ISSUED FEBRUARY 28, 2014 AND VENDOR'S RESPONSE DATED MARCH 19, 2014.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED NOVEMBER 7, 2012 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

SCOPE: TO PROVIDE 3 AND 5 GALLON BOTTLED DRINKING WATER AND COOLERS FOR RENT THROUGHOUT THE STATE OF VERMONT.

CONTRACT TERM: THIS CONTRACT IS WRITTEN FOR A PERIOD OF TWENTY-FOUR MONTHS (24) MONTHS WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL TWELVE MONTH PERIODS.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS. THE CONTRACT MAXIMUM IS NOT REFLECTIVE OF ACTUAL USAGE.

DELIVERY: RESPONSIBILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE

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0000000000000000000026307	2 of 4
Contract Dates	Origin
04/10/2014 to 04/02/2016	CPS
Description:	Contract Maximum
CPS - WATER AND COOLERS	\$999,999.99
Buyer Name Buyer Phone	Contract Status
LaRose, Deborah L 828-4635	Approved

Phone #: 888/926-2766

				Unit	Max	Max
Line # Item ID	Item Desc		UOM	l Price	Qty	Amt
PURCHASING AGENCY.	ALL PRODUCTS PR	OVIDED BY THE CONTR	ACTOR MUST MEET AL	L FEDERAL, STATE	, AND LOCAL :	STANDARDS
FOR QUALITY AND SAF	ETY REQUIREMENT	PRODUCTS NOT MEE	ETING THESE STANDAR	DS WILL BE DEEME	D UNACCEPT	ABLE AND
RETURNED TO THE COI	NTRACTOR FOR CRE	DIT AT NO CHARGE TO	THE STATE.			

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE BELOW. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15 REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15

REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15 REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

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	000000000000000000026307	3 of 4		
r ID 0000283240	Contract Dates	Origin		
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Burlington VT 05403	CPS - WATER AND COOLERS	\$999,999.99		
States	Buyer Name Buyer Phone	Contract Status		
	LaRose, Deborah L 828-4635	Approved		

Vendor W.B. Ma 68 Nesti South B United 9

Phone #: 888/926-2766

					Unit	Max	Max
Line #	Item ID	Item Desc		UOM	Price	Qty	Amt
THE WA	ATER TO B	E PROVIDED MUST NOT	CONTAIN ANY CHLORINE,	SODIUM, HAZARDOUS	CHEMICALS AND	HAVE LOW LEVELS OF	F
MINERA	AL CONTEN	NT					

CONTRACTOR MUST PROVIDE CERTIFIED LAB REPORTS VERIFYING THE WATER CONTENT.

EQUIPMENT: THE COOLER WILL REMAIN THE PROPERTY OF THIS CONTRACTOR AND ARE THE RESPONSIBILITY OF THE VENDOR TO MAINTAIN AND SERVICE ON AN AS NEEDED BASIS. ALL EQUIPMENT SHALL BE CLEAN AND IN GOOD WORKING ORDER. AN ANNUAL CLEANING AN INVENTORY OF ALL EQUIPMENT, WATER COOLERS WILL BE PERFORMED EACH AUGUST. ALL REPAIRS AND REPLACEMENT OF ANY DEFECTIVE EQUIPMENT ARE TO BE COMPLETED WITHIN ONE BUSINESS. FULL MAINTENANCE OF ALL EQUIPMENT IS TO BE INCLUDED IN THE MONTHLY RENTAL FEE. ALL REPAIRS AND UPDATES TO EQUIPMENT SHALL BE AT THE COST OF THE CONTRACTOR. A LIST OF LOCATIONS AND SERIAL NUMBERS SHALL BE SUBMITTED TO EACH BUSINESS OFFICE WITHIN 3 DAYS AFTER EQUIPMENT IS INSTALLED.

INVENTORY: THE INVENTORY OF WATER ONSITE IS TO BE MAINTAINED AT A LEVEL SUFFICIENT TO SUPPLY OFFICES FOR TWO WEEKS. THIS LEVEL WILL BE DETERMINED AND MAY BE MODIFIED BY THE DEPARTMENT/DIVISION SUPERVISOR.

CONTRACTOR PROVIDES FREE. NEXT DAY DELIVERY WITH NO MINIMUM ORDER REQUIREMENTS ON ALL ORDERS PLACED BEFORE 5:30 PM.

VENDOR CONTACT INFORMATION:

CUSTOMER SERVICE:

SHERRY WHITE.

TELEPHONE: 1-888-926-2766 X8869 E-MAIL: SHERRY.WHITE@WBMASON.COM

ALTERNATE CUSTOMER SERVICE:

JESSICA KING

TELEPHONE: 1-888-926-2766 X8858 EMAIL: JESSICA.KING@WBMASON.COM

SALES SUPPORT: **ELISSA ANDREWS**

TELEPHONE 1-888-926-2766 x1076

FAX 866-900-9169

EMAIL: ELISSA.ANDREWS@WBMASON.COM

EMERGENCY CONTACT:

BOB LaROSE

BOB.LAROSE@W.B.MASON.COM

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT: DEB LaROSE, PURCHASING AGENT, TELEPHONE 802-828-4635, FAX 802-828-2222

E-MAIL: deb.larose@state.vt.us

CHANGE #1 - THIS CHANGE ORDER IS TO ADD THREE ITEMS TO THE EXISTING CONTRACT PER A REQUEST FROM USERS. PRICING PER W.B.MASON. ALL OTHER PRICES, TERMS AND CONDITIONS REMAIN THE SAME.

CONTRACTOR CERTIFIES UNDER THE PENALTIES OR PERJURY THAT AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED. CONTRACT IS IN GOOD STANDING WITH RESPECT TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY OR ANY AND ALL TAXES DUE THE STATE OF VERMONT.

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000000000000000000000000000000000000000	0000026307		4 of 4
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	COOLERS		Maximum 99,999.99
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Phone #: 888/926-2766

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										_		Unit	Max	Max
Line #	Item II	ַ		Item Desc						L	JOM	Price	Qty	Amt
		WE	THE	UNDERSIGNED	PARTIES	AGREE	TO	BE	BOUND	BY	THIS	CONTRACT		
By the	STAT	E of	VERM	IONT					By th	e CO	NTRACT	OR		
Date:_									Date:					
Signat	ure:_								Signa	ture	:			
Name:_									Name:					
Title:									Title	:				
Email:									Email	:				